



State of Utah

DEPARTMENT OF COMMERCE
DIVISION OF CONSUMER PROTECTION

POSTSECONDARY PROPRIETARY SCHOOL REGISTRATION APPLICATION FORM

Initial registration fee: $\frac{1}{2}$ of 1% of the gross tuition income expected during the first year, except that the fee may not be less than \$100 or more than \$2,000.
(Non-refundable)

Renewal registration fee: $\frac{1}{2}$ of 1% of the gross tuition income of registered programs during the previous year, except that the fee may not be less than \$100 or more than \$2,000.
(Non-refundable)

Applicant's Name
(This is the name of institution that is registering.)

Date of Application

OFFICE USE ONLY

Date Permit Issued: _____

Date Review Issued: _____

Permit Number: _____

Permit Approved: _____

Review Approved: _____

Exempt: _____

Denied: _____

Permit Expiration: _____

Review Expiration: _____

Amount of Bond: _____

Bond Expiration: _____

Amount of Fee: _____

Please mark the appropriate box:

☐ INITIAL
APPLICATION

☐ RENEWAL
APPLICATION

If you have any questions, please contact the Division at (801) 530-6601.

Please return the completed application form to:

Department of Commerce
Division of Consumer Protection
160 East 300 South, Second Floor
SM Box 146704
Salt Lake City, Utah 84114-6704

1. Applicant's Name: _____

2. Applicant's address:

A. Street Address: _____
(physical location of School) Street

City State Zip Code

Telephone Number: _____ Facsimile Number: _____

B. Mailing Address: _____

Street

City State Zip Code

Telephone Number: _____ Facsimile Number: _____

3. Are any of the Applicant's programs offered at other sites than the address stated above?

☐ Yes ☐ No

If yes, please list the physical address and telephone number for each site.

Address: _____

Street

City State Zip Code

Telephone Number: _____ Facsimile Number: _____

Address: _____

Street

City State Zip Code

Telephone Number: _____ Facsimile Number: _____

4. Type of Organization:

☐ For Profit Corporation ☐ Partnership ☐ Sole Proprietor ☐ Non-profit Corporation

☐ Limited Liability Company ☐ Other _____

5. Contact Person: _____ Telephone Number: _____

6. Does Applicant have a parent organization? ☐ Yes ☐ No

If "yes", please indicate the following:

Name: _____

Address: _____

Street

City State Zip Code

7. Please provide the following dates:

A. Commencement date of Applicant's operation:

Month Year

B. Commencement and ending dates for Applicant's program(s) during the current school year:

8. Please indicate the type(s) of institution that are applicable:

☐ In-state ☐ Out-of-state ☐ Degree granting ☐ Non-degree granting

☐ Independent Study or Internet ☐ Resident

9. Registration fees:

A. Please complete the worksheet below and indicate the amount of the registration fee.

\$ _____

WORKSHEET FOR DETERMINING REGISTRATION FEE

- | | |
|--|----------|
| a. Total tuition and fee income projected or received by the Applicant during the 12 month period of September 1 through August 31 immediately preceding the date of this application (not including books and supplies purchased by students) | \$ _____ |
| b. Total amount refunded to students during the same period | \$ _____ |
| c. Gross tuition and fee income less refunds (line 'a' less line 'b') | \$ _____ |
| d. Multiply line 'c' by .005 | x .005 |
| e. Amount of registration fee (rounded to nearest \$100, with a minimum fee of \$100 and a maximum fee of \$2,000.) | \$ _____ |

10. Fiscal responsibility:

A. If this is an Initial Application, please enclose one of the following sets of financial statements for your institution and parent institution if applicable:

- (i) balance sheet, income statement, and a statement of changes in financial position;
- (ii) pro forma financial statements until actual information is available when an institution has not operated long enough to complete a fiscal year;
- (iii) copy of the most recent annual business audit; or
- (iv) copies of each owner's most recent personal income tax return.

Items (i) through (iii) must be prepared and accompanied by a signed statement of the accountant, auditor or officer preparing the documents verifying the accuracy of the contents.

B. If this is a Renewal Application, please enclose a copy of a current financial statement for the most recent fiscal year, including a balance sheet, a profit and loss statement, and a statement of cash flows.

This financial statement must have been subject to either:

- (i) a certified fiscal audit performed by a certified or licensed public accountant; or
- (ii) a review performed by a certified or licensed public accountant, including at least a statement by the accountant that there are not material modifications that should be made to the financial statement for it to be in conformity with generally accepted accounting principles.

11. Applicant's representations regarding its license status:

- A. ☐ Yes ☐ No The applicant has duly filed the applicable articles of incorporation or articles of organization with the appropriate agency.
State of organization: _____ Date of organization: _____
- B. ☐ Yes ☐ No The applicant has duly filed with the Utah Division of Corporations and Commercial Code the documents necessary for authority to transact business in the State of Utah.
- C. ☐ Yes ☐ No The applicant has a current municipal or county business license.
- D. ☐ Yes ☐ No The applicant has additional licenses.
Specify type: _____
State of organization: _____ Date of organization: _____
- E. ☐ Yes ☐ No The applicant is in compliance with all codes relative to the safety and health of all persons who come upon the premises.
If No, please explain:

12. Is one of the goals of your program to have your students satisfy the education requirements for licensure by the Division of Occupational and Professional Licensing (DOPL) or other licensing agency?
☐ Yes ☐ No.

If "yes", please provide the following information:

- A. Type of license: _____
- B. Agency that will issue the license: _____
- C. Evidence that your curriculum has been reviewed and approved by DOPL or other licensing agency.
- D. Evidence that your instructors are licensed by DOPL or other licensing agency to practice the occupation or profession that is taught.

13. Please enclose a copy of the "declarations page" of Applicant's current liability or professional liability insurance policy showing the amount for which Applicant is insured to protect its assets, the location that is covered by the insurance and the expiration date of the policy.

14. Please enclose a copy of each advertisement used by applicant in telephone directories, newspapers, magazines, television, radio, the Internet or direct mail, including promotional flyers and bulletins or other forms of media.

15. Has the Applicant or an owner, officer, director, administrator, faculty, staff, or agent of the applicant violated any laws, federal regulations or state rules as determined in a criminal, civil, or administrative proceeding?

☐ Yes ☐ No

If yes, identify the name and title of the individual involved and explain in detail the nature of the proceeding, the date, the location and current status (use additional sheets if necessary).

16. Surety requirement.

A. Please mark the appropriate box indicating the type of surety you are providing to comply with U.C.A. § 13-34-107:

☐ Surety Bond ☐ Irrevocable Letter of Credit ☐ Certificate of Deposit

B. Please attach to the application the required performance bond, irrevocable letter of credit or certificate of deposit from a Utah depository payable to the **DIVISION OF CONSUMER PROTECTION/STATE OF UTAH**. (A sample form for a bond is attached as Exhibit 1.)

C. Amount of surety:

- (1) If this is an initial application, please determine the amount of the surety by indicating the number of students that are expected to enroll during the first year of operation.

_____ more than 100 students expected to be enrolled = \$187,500 surety

_____ 50 to 99 students expected to be enrolled = \$125,000 surety

_____ 1 to 49 students expected to be enrolled = \$62,500 surety

_____ If the projected first year of the school's gross tuition income is less than \$25,000, the school may provide surety compliance in the amount of \$12,500. Supporting documentation to be included*

- (2) If this is a renewal application, please complete the worksheet below and indicate the amount of the surety: \$ _____

The minimum amount of surety to be submitted annually after the first year of operation will be based on 25% of the annual gross income from registered programs for the previous year rounded to the nearest \$1,000 with a minimum amount of \$12,500 and the maximum of \$187,500.

**WORKSHEET FOR DETERMINING AMOUNT OF SURETY
(TO BE COMPLETED FOR RENEWAL APPLICATIONS ONLY)**

a. Total tuition and fee income \$ _____

b. Amount refunded to students \$ _____

c. Gross tuition less refunds (line 'a' less
line 'b') \$ _____

d. Multiply paragraph 'c' by .25 x .25

e. Surety amount (rounded to nearest
\$1,000 with a minimum amount
of \$12,500 and a maximum amount
of \$187,500.) \$ _____

D. If a surety bond is being submitted, please indicate the following:

Date of bond: _____ Bond expiration date: _____

Name of Surety Company: _____

Physical address of Surety Company: _____

Telephone and facsimile number of Surety Company: _____

Registered on Treasury list: ☐ Yes ☐ No

E. If an irrevocable letter of credit or certificate of deposit is being submitted, please indicate the following:

Date of letter of credit: _____ Letter of credit expiration date: _____

Date of certificate of deposit: _____ Certificate of deposit expiration date: _____

Name of Utah Bank: _____

Address of Utah Bank: _____

Telephone and facsimile number of Utah Bank: _____

F. Exemption from surety requirement is requested: Yes ☐ No ☐

If yes, indicate which of the reasons listed below is applicable and then provide copies that support your request.

(1) The total cost per program is \$500 or less. (The total cost per program is \$_____.)

or

(2) The length of each program is less than one month. (The length of each program is _____.)

17. Please identify Applicant's partners, principals, members, officers and directors (use additional sheets as necessary):

Name	Title	Address	Telephone number
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Name	Title	Address	Telephone number
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Name	Title	Address	Telephone number
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Name	Title	Address	Telephone number
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Name	Title	Address	Telephone number
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18. Please identify Applicant's faculty and/or staff (use additional sheets as necessary):

Name	Title	Address	Telephone number
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Name	Title	Address	Telephone number
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Name	Title	Address	Telephone number
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Name	Title	Address	Telephone number
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Name	Title	Address	Telephone number
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Name	Title	Address	Telephone number
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Name	Title	Address	Telephone number
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19. Academic information:

A. Please provide the following information regarding the program(s) to be offered by Applicant:

Titles of programs or courses:	Location where program is offered	Credential awarded (Certificate, Degree, etc.)	Day/Eve	Credit Hours	Number of students	Total program cost
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

B. Catalogs or Student Information Bulletins:

Please enclose a copy of your current catalog or student information bulletin, containing the institution's name, address, telephone and fax numbers; the Division's registration and disclaimer statements, the institution's ownership, staff, faculty, programs offered; type of employment for which programs will prepare students; beginning and ending dates of programs; policies governing student admission, conduct, standards of progress, termination, tuition and fees, payment plans, refunds, and placement. **(For instructions regarding your catalog see Exhibit 2.)**

C. Enrollment Agreements:

Enclose a copy of your enrollment agreement stating the name, address, telephone and fax numbers of your institution; the Division's registration and disclaimer statements; section for student's name, address, telephone, social security number, and other applicable information; programs offered; type of employment for which programs will prepare students; beginning and ending dates of programs; policies governing student admission, conduct, standards of progress, termination, tuition and fees, payment plans, refunds, and placement; signature and date lines for both the enrolling student and the institutional admissions officer. The enrollment agreement may be included as an attachment in the school's catalog or bulletin. If so, it must include the refund policy. **(For instructions regarding enrollment agreements see Exhibit 3.)**

D. Institution Credentials (Certificates, Diplomas, and/or Degrees):

Please enclose a sample copy of each certificate of completion, diploma, or degree that is issued upon completion of each of the programs to be offered by Applicant.

E. Maintenance of Student Records:

- (i) The undersigned certifies that the Applicant will maintain for a period of ten years at a minimum copies of all students' transcripts containing the following items:

(a) A completed enrollment agreement containing the information required in Item 18C above.

(b) Records of tuition, fees, and/or loan payments.

(c) A grade transcript form with the school's name, address, telephone and fax numbers. This form must contain blanks for the student's name, address, telephone, social security number, programs in which student was enrolled, the student's beginning and completion or drop dates; each class attempted and ending grade thereof; the final grade earned (A, B, C, D, F, I or W or Pass/Fail); the number of clock or credit hours completed, and the certificate, diploma, or degree awarded. At the bottom of the grade transcript should appear the following statement: "Certified true and accurate". This statement must be followed with blank lines for the signature, title, and date for the school official issuing the transcript. A blank copy of your student transcript must be attached. **(For instructions regarding grade transcripts see Exhibit 4.)**

- (ii) The undersigned certifies that in the event of its closure, the Applicant will contact the Division of Consumer Protection for instructions regarding the permanent archiving of all student files.

F. Disclosure Statement

Enclose a copy of the disclosure statement that, pursuant to U.C.A. § 13-34-108, is provided in writing to each applicant prior to the applicant's enrollment or the receipt of any tuition by the school. This disclosure statement must include at least the following:

- (i) the school's name, address and location;
- (ii) the school's facilities, faculty, training equipment, and instructional programs;
- (iii) enrollment qualifications;
- (iv) accurate information regarding the relationship of any program to state licensure requirements;
- (v) tuition, fees, and other charges and expenses;
- (vi) financial assistance, cancellation, and tuition refund policies;
- (vii) a description of the surety bond, certificate of deposit, or letter of credit posted with the Division;
- (viii) length of programs;
- (ix) graduation requirements; and
- (x) graduation and employment rates for each of the immediately preceding three years.

DATED: _____

APPLICANT:

BY _____
ITS

VERIFICATION

STATE OF _____)
 : ss
COUNTY OF _____)

The undersigned, being first duly sworn upon oath, deposes and states as follows: 1) that the undersigned has signed the foregoing application on behalf of the Applicant as its authorized officer or agent and as such is personally familiar with the statements made in herein; 2) that the undersigned has read the statements made herein; 3) that to the best of his/her knowledge the statements are true and correct; and 4) that should circumstances result in any modification of the content of this application or attachments thereto, the applicant will advise the Division; 5) that should the Applicant cease its operation for any reason, it will inform the Division of such action and surrender the Certificate of Registration, along with the student files; and 6) that the Applicant understands that failure to abide by the Division's rules may result in denial or withdrawal of registration authority to operate a postsecondary proprietary school in the State of Utah.

Dated this _____ day of _____, 20____.

AFFIANT
[Signature before Notary Public is required.]

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20 ____.

My Commission Expires:

NOTARY PUBLIC
Residing at:

Exhibit 1

**UTAH POSTSECONDARY PROPRIETARY SCHOOL ACT
SURETY BOND**

We, _____, as Principal, and
_____,
a Corporation organized under the laws of the State of _____, and authorized to
transact business in the State of Utah as Surety, are held and firmly bound unto the Division of Consumer
Protection ("Division") in the sum of _____ dollars (\$_____), for the
payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has applied for registration under Utah Code Title 13, Chapter 34, Utah
Postsecondary Proprietary School Act and Division Rules, said Act and Rules by reference made a part hereof,
which Act and Rules require a registered institution in the State of Utah to file a bond in a sum established by said
Rules of the Division.

NOW, THEREFORE, if, upon said registration, Principal faithfully complies with all of the provisions of state
laws and rules required of Principal under the Act or Division Rules and all such provisions as may be hereafter
imposed upon Principal by law or rule, and Principal refrains from injuring or damaging any person by reason of
any act in violation of the Act or the Rules promulgated thereunder, this obligation shall be null and void; otherwise
to remain in full force and effect.

Any failure by Principal to so comply with the Act and Rules or to so refrain from injuring or damaging any
person enrolled as a student with Principal shall impose upon the Principal and Surety joint and several liability to
pay the full amount of this bond to the Division. The Division shall use such funds to make appropriate refunds of
tuition, book fees, supply fees, equipment fees, and other instructional fees due to a student or potential student,
enrollee, or his or her parent or guardian. The Division shall repay to the Surety any funds remaining after such
expenditures are made.

This obligation remain in full force and effect during the period beginning on the ____ day of
_____, 20__ ending on the ____ day of _____, 20__ , unless the bond is terminated as
provided herein or as otherwise provided by law. Surety may terminate its obligation hereunder by giving ninety
(90) days written notice to the Division, with reason for such termination, but said Surety so filing said notice shall
not be discharged from any liability already accrued under this bond or which shall accrue hereunder before the
expiration of said ninety (90) day period. Termination of this surety bond shall be grounds for revocation of the
Principal's Certificate of Registration.

It is understood and agreed that this bond may be renewed from year to year by continuation certificate
executed by the Surety, and that regardless of the number of years this bond remains in effect or the number of times
it is renewed, in no event shall the Surety be liable for an amount exceeding the sum set forth above.

SIGNED AND SEALED this _____ day of _____, 20____.

(Principal Company)

By: _____

(Authorized Company)

(Surety)

By: _____
(Authorized Agent)

Exhibit 2

INSTRUCTIONS FOR PREPARING CATALOGS

A copy of your catalog must be filed with your initial application and subsequent renewal applications. The following items should be included in your catalog or student information bulletin. **Please highlight the required information in the copy that you provide to the division and indicate in the column at the right the page number on which each of these items appears.**

Item	Page #
1. The legal name, address, telephone and fax number of the institution.	_____
2. An institution shall include the following registration and disclaimer statements in its catalog, student information bulletin, and enrollment agreements:	_____
(a) REGISTERED UNDER THE UTAH POSTSECONDARY PROPRIETARY SCHOOL ACT (Title 13, Chapter 34, Utah Code).	_____
(b) Registration under the Utah Postsecondary Proprietary School Act does not mean that the State of Utah supervises, recommends, nor accredits the institution. It is the student's responsibility to determine whether credits, degrees, or certificates from the institution will transfer to other institutions or meet employers' training requirements. This may be done by calling the prospective school or employer.	_____
(c) The institution is not accredited by a regional or national accrediting agency recognized by the United States Department of Education.	_____
3. A brief description of the facilities and equipment used.	_____
4. The names, titles and brief qualifications of owners, governing board members, administrators, faculty and staff.	_____
5. Each training program offered by the institution, including the following applicable information:	_____
(a) Occupation for which each training program will prepare students.	_____
(b) Total number of clock or credit hours required for completion of each program.	_____
(c) Graduation requirements and type of credential to be awarded at the completion of each program.	_____
6. Total costs and payment plans for each program, including application, registration fees, tuition, books, supplies, equipment, laboratory, special tutoring, late payment, and graduation fees.	_____
(a) The collection of prepaid or unearned tuition and fees must be limited to four months of training, plus registration or start-up costs not to exceed \$200 or an alternative amount that the institution can demonstrate to have spent in undertaking a student's instruction.	_____
(b) Type of payment plans, i.e., (i) full tuition to be paid in advance if the expected course is less than three months or (ii) an initial down payment prior to the start date and the exact number and amount thereof for each installment payment thereafter.	_____
(c) If an installment plan is offered, the rate of interest must be stated and included in the payments.	_____
7. Institutional policies governing the following:	_____
(a) Student admission and enrollment requirements (<i>minimum is possession of a high school diploma, General Education Development (GED) Certificate, and being beyond the age of compulsory high school attendance, as prescribed by Utah law. (See Rule 152-34-4(3) of the Utah Administrative Code.)</i>)	_____
(b) Granting of prior credit such as reduced hours in the program or any tuition discount for any previous education or training completed.	_____
(c) Standards of progress required of students, including attendance, absences, and grading system(s).	_____
(d) Student conduct in institution, including any provisions for probation, dismissal, or re-entry.	_____

Item	Page #
(e) Public disclosure of whether placement assistance is offered and, if so, to what extent. Schools may never guarantee placement or wage and salary levels.	
8. The Refund Policy for Both Withdrawn and Dismissed Students (dismissed students are entitled to the same refund policy as withdrawn students). The refund policy must include as a minimum, the following provisions:	
(a) A three-business-day cooling-off period, commencing with the day an enrollment agreement with the applicant is signed or an initial deposit or payment toward tuition and fees of the institution is made, until midnight of the third business day following such date or from the date that the student first visits the institution, whichever is later, during which time the contract may be rescinded and all monies paid refunded. Evidence of personal appearance at the institution or deposit of a written statement of withdrawal for delivery by mail or other means shall be deemed as meeting the terms of the cooling-off period.	
(b) A student enrolled in a correspondence institution may withdraw from enrollment following the cooling-off period, prior to submission by the student of any lesson materials or prior to receipt of course materials, whichever comes first, and effective upon deposit of a written statement of withdrawal for delivery by mail or other means, and the institution shall be entitled to retain no more than \$200 in tuition or fees as registration charges or an alternative amount that the institution can demonstrate to have been expended in preparation for that particular student's enrollment.	
(c) A clear and unambiguous written statement of the institution's refund policy for student's who desire a refund after the three-business-day cooling-off period or after a student enrolled in a correspondence institution has submitted lesson materials or been in receipt of course material.	
(d) A pay-as-you learn payment schedule that limits a student's prospective contractual obligation(s), at any one time, to the institution for tuition and fees to four months of training, plus registration or start up costs not to exceed \$200 or an alternative amount the institution can demonstrate to have spent in undertaking a student's instruction.	
9. A written enrollment agreement, to be signed by the student and a representative of the institution, that clearly describes the cooling-off period, nonrefundable registration fee, and refund policy and schedule, including the rights of both the student and the institution, with copies provided to each.	
10. If your school offers loans to help students pay for your programs of study, you must include complete written information on the rights of the student and the institution. In addition, you must include student repayment obligations to all applicants for financial assistance before an applicant student assumes such responsibilities.	

Exhibit 3

INSTRUCTIONS FOR PREPARING ENROLLMENT AGREEMENTS

A copy of the enrollment agreement must be filed with your initial application and subsequent renewal applications. The following items should be included in your enrollment agreement, which may be prepared separately, or as an attachment to your catalog or student information bulletin. **Please highlight the required information in the copy that you provide to the division and indicate in the column at the right the page number on which each of these items appears.**

Item	Page #
1. The legal name, address, telephone and fax number of the institution.	
2. An institution shall include the following registration and disclaimer statements in its catalog, student information bulletin, and enrollment agreements:	
(a) REGISTERED UNDER THE UTAH POSTSECONDARY PROPRIETARY SCHOOL ACT (Title 13, Chapter 34, Utah Code).	
(b) Registration under the Utah Postsecondary Proprietary School Act does not mean that the State of Utah supervises, recommends, nor accredits the institution. It is the student's responsibility to determine whether credits, degrees, or certificates from the institution will transfer to other institutions or meet employers' training requirements. This may be done by calling the prospective school or employer.	
(c) The institution is not accredited by a regional or national accrediting agency recognized by the United States Department of Education.	
3. Blank lines for the name of the student, his/her address, social security number, telephone number and any other data or information needed for enrollment purposes.	
4. Each training program offered by the institution, including the following applicable information:	
(a) Occupation for which each training program will prepare students.	
(b) Total number of clock or credit hours required for completion of each program.	
(c) Graduation requirements and type of credential to be awarded at the completion of each program.	
(d) Starting and ending dates of the training.	
5. Total costs and payment plans for each program, including application, registration fees, tuition, books, supplies, equipment, laboratory, special tutoring, late payment, and graduation fees.	
(a) The collection of prepaid or unearned tuition and fees must be limited to four months of training, plus registration or start-up costs not to exceed \$200 or an alternative amount that the institution can demonstrate to have spent in undertaking a student's instruction.	
(b) Type of payment plans, i.e., (i) full tuition to be paid in advance if the expected course is less than three months or (ii) an initial down payment prior to the start date and the exact number and amount thereof for each installment payment thereafter.	
(c) If an installment plan is offered, the rate of interest must be stated and included in the payments.	
6. Institutional policies governing the following:	
(a) Student admission and enrollment requirements (<i>minimum is possession of a high school diploma, General Education Development (GED) Certificate, and being beyond the age of compulsory high school attendance, as prescribed by Utah law. (See Rule 152-34-4(3) of the Utah Administrative Code.)</i>)	
(b) Granting of prior credit such as reduced hours in the program or any tuition discount for any previous education or training completed.	
(c) Standards of progress required of students, including attendance, absences, and grading system(s).	
(d) Student conduct in institution, including any provisions for probation, dismissal, or re-entry.	

Item	Page #
(e) Public disclosure of whether placement assistance is offered and, if so, to what extent. Schools may never guarantee placement or wage and salary levels.	
7. The Refund Policy for Both Withdrawn and Dismissed Students (dismissed students are entitled to the same refund policy as withdrawn students). The refund policy must include as a minimum, the following provisions:	
(a) A three-business-day cooling-off period, commencing with the day an enrollment agreement with the applicant is signed or an initial deposit or payment toward tuition and fees of the institution is made, until midnight of the third business day following such date or from the date that the student first visits the institution, whichever is later, during which time the contract may be rescinded and all monies paid refunded. Evidence of personal appearance at the institution or deposit of a written statement of withdrawal for delivery by mail or other means shall be deemed as meeting the terms of the cooling-off period.	
(b) A student enrolled in a correspondence institution may withdraw from enrollment following the cooling-off period, prior to submission by the student of any lesson materials or prior to receipt of course materials, whichever comes first, and effective upon deposit of a written statement of withdrawal for delivery by mail or other means, and the institution shall be entitled to retain no more than \$200 in tuition or fees as registration charges or an alternative amount that the institution can demonstrate to have been expended in preparation for that particular student's enrollment.	
(c) A clear and unambiguous written statement of the institution's refund policy for student's who desire a refund after the three-business-day cooling-off period or after a student enrolled in a correspondence institution has submitted lesson materials or been in receipt of course materials.	
(d) A pay-as-you learn payment schedule that limits a student's prospective contractual obligation(s), at any one time, to the institution for tuition and fees to four months of training, plus registration or start up costs not to exceed \$200 or an alternative amount the institution can demonstrate to have spent in undertaking a student's instruction.	
8. If your school offers loans to help students pay for your programs of study, you must include complete written information on the rights of the student and the institution. In addition, you must include student repayment obligations to all applicants for financial assistance before an applicant student assumes such responsibilities.	
9. Enrollment agreements must be signed and dated by both the student and an appropriate representative of the institution.	
(a) The following statement may be placed above the signature and date lines of the applicant:	
<i>I, the undersigned, have read, understand and agree to abide by all the provisions set forth in the foregoing enrollment agreement.</i>	

Exhibit 4

INSTRUCTIONS FOR PREPARING GRADE TRANSCRIPTS

- A. For the purpose of maintaining adequate student files in accordance with the enclosed *Utah Postsecondary Proprietary School Act and Rules*, Section 109, pp. 16-17, the following documents, including a grade transcript, must be placed in every student's file whether or not that student completes the training:
 1. School records consist of the following permanent scholastic records for all students who are admitted, even though withdrawn or terminated:
 - a. Appropriate entrance and admission acceptance information;
 - b. Attendance and performance information, including grade transcripts which consist of no less than the program for which he enrolled, each course attempted and the final grade earned (A sample form of a grade transcript is attached.);
 - c. Graduation or termination dates of students; and
 - d. Enrollment agreements, tuition payments, refunds, and any other financial transactions.

INSTITUTION NAME
Street address
City, State Zip code
Telephone: _____; Fax: _____

STUDENT GRADE TRANSCRIPT
(for degree granting or combination degree and non-degree granting vocational schools)

Name of student: _____ Social Security Number: _____

Street address: _____ City, State Zip code: _____ Telephone number: (____) _____

Program or class in which above student was enrolled	Start date	Drop date	Re-entry date	Completion date	Passed, Failed or Letter Grade	Clock hours completed	Credit hours completed	Grade Point Average	Certificate of Completion or type of degree awarded (if none awarded, leave blank)
Cumulative Totals									

A student's academic standing is expressed by a grade point average (GPA) and is computer as follows: A=4.0; A-=3.7; B+=3.0; B-=2.7; C+=2.3; C=2.0; C-=1.7; D+=1.3; D=1.0; D-=0.7; F=0.0, unsatisfactory performance and achievement; W=0.0 Withdrawal; Pass/Fail not calculated into GPA but used as clock hours completed. To calculate a cumulative GPA, the total number of grade points (the number of credit hours per course times the numeric points listed above for the grade) is divided by the total number of credit hours.

Certified true and accurate by Institution Representative: _____ Date: _____